

Mime-Version: 1.0

Date: Sat, 29 Apr 1995 16:42:15 -0800

To: deanna

From: brewster@wais.com (Brewster Kahle) Subject: file with reorg docs

Please print this out and put it in the reorg file. thanks!

-brewster

>From: cyounger@wsgr.com

>Date: Tue, 25 Apr 95 14:24:46 PDT

>To: brewster@wais.com (Brewster Kahle), amorgan@wsgr.com Subject: Re: Government Questions

>Brewster - In answer to your questions regarding the government contracts, in order:

>\_\_\_\_\_ Reply Separator

>Subject: current vague understanding of government stuff Author:  
brewster@wais.com (Brewster Kahle) at Internet Date: 4/21/95 8:31 PM

>In talking with Dan XXX, your government lawyer,

>\* worst case for past violations of "double sale":

\$\$ consequences could come to the total amount the government has paid to WWAIS Inc for software after the 1st copy. - YES Audit would be conducted by a DCAA audit - YES, if defense, and 99% if non-defense (other agencies delegate to DCAA

>has not come up since 1943 - based on CD ROM Search

>there is no criminal liability - without intent, no criminal liability cost of legal fees? - if actually litigated, from \$150,000 to \$200,000 extra fines? - usually not, unless intentional interest? - probably only from the date of judgment, not from date of overbill

>\* Future:

>If on future sales,

>legend all software,

>WAIS discloses that we did not legend the past software BY  
ddisclose in all government PO's.

>disclose in all shrinkwrap government license in contract negotiations, disclose before agreement on price. Audit would be conducted by a DCAA audit - same answer

>there is no criminal liability - same

>answer, assuming you disclose from here on in, since you know now

>limit on amount owed would be all past and future sales. cost of legal fees?

>extra fines?

>interest?